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and was vested with the rights of a mortgagee in possession as against the attaching creditors.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 9, Carriers, §§ 179-190.]

2. Same—Record.—Where a bank discounted a draft attached to an order on a carrier for the delivery of freight, it was not necessary that it should have the papers recorded, as provided by Code, § 2465, in order to preserve its lien.

3. Same—Rights of Purchaser.—A consignee of certain fruit, after selling the same, drew a draft, attached to an order on the carrier for delivery thereof, which draft was discounted by a bank. The purchaser having refused the fruit on arrival, the consignee's agent sold the fruit to another, who agreed to pay the draft, but did not do so until an attachment was levied on the fruit as the property of the consignee. Held that, though the consignee's agent had no authority to sell the fruit after discounting the draft, the acceptance by the bank of payment of the draft from the second purchaser transferred to him all the bank's rights to the property.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 9, Carriers, §§ 179-190.]

4. Attachment—Attaching Creditors—Rights.—An attaching creditor can acquire through his attachment no higher or greater rights to the property attached than the defendant had when the attachment was levied, in the absence of fraud or collusion by which the attaching creditor's rights are impaired.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 4, Attachment, §§ 518-534.]

BROWN *v.* HOWARD & WHITEHEAD.

Dec. 6, 1906.

[55 S. E. 682.]

Appeal—Right of Review—Persons Entitled—Interest in Subject.—Under Va. Code 1904, § 3454, authorizing a person thinking himself aggrieved by a decree to appeal therefrom, etc., a commissioner, appointed in a decree directing a resale of land in a suit to subject the assets of the deceased owner to the payment of debts, cannot in his official capacity alone appeal from a decree setting aside the decree for a resale, rendered on a petition against himself alone.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 2, Appeal and Error, §§ 939-942.]

VASHON *v.* BARRETT et al.

June 14, 1906.

[54 S. E. 703.]

1. Equity—Pleading—Answer under Oath—Evidence.—A bill in a

suit to set aside a conveyance of land, a bill of sale of personalty, and a transfer of a paid-up insurance policy prayed for discovery and relief as to the conveyance of land and bill of sale of the personalty. It called for an answer under oath, and required defendant to state what consideration passed from her for the deed of conveyance and the bill of sale; but there was nothing whatsoever in the bill requiring defendant to disclose anything as to the assignment of the insurance policy, which was the subject of the litigation. Held, that the bill did not call for an answer under oath as to the insurance policy, and the answer could not be treated as conclusive evidence in favor of the defendant until disproved by two witnesses, or one witness and corroborating circumstances.

[Ed. Note.—For cases in point, see vol. 19, Cent. Dig. Equity, §§ 685-689.]

2. Fraudulent Conveyances—Conveyance from Husband to Wife—Consideration—Burden of Proof.—A postnuptial settlement, where the husband is indebted at the time it is made, is void as against his creditors, and the settlement is voluntary, unless those claiming under it can show by clear and satisfactory evidence, apart from the answer, that it is supported by a valuable consideration.

[Ed. Note.—For cases in point, see vol. 24, Cent. Dig. Fraudulent Conveyances, §§ 320-322, 809, 814.]

3. Interest—Time of Computation—Demand of Principal—Necessity.—A wife received an assignment of a paid-up policy from her husband, believing that he had the right to so dispose of it. She collected it in ignorance of the existence of a claim asserted against the husband's estate by a creditor, and she had no notice of such claim until the filing of a bill praying for the cancellation of the transfer of the policy. Held, that equity would not hold her liable for interest on the sum received until there had been a demand and a refusal to pay.